

10-CV-05805-CMP

THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON AT TACOMA

RENE L. LARSON and JERROLD A. LARSON, WIFE AND HUSBAND,

PLAINTIFFS,

v.

WELLS FARGO BANK, N.A.,

DEFENDANT.

CV 10 5805 RBL

VERIFIED COMPLAINT FOR
QUIET TITLE

JURY TRIAL DEMANDED

The undersigned Complainant's, RENE L. LARSON and JERROLD A. LARSON, husband and wife, hereinafter "**Plaintiffs**", HEREBY states that Plaintiffs are of legal age and competent to state on belief and personal knowledge the facts set forth herein as duly noted below are true, correct, complete and presented in good faith in the form of this **VERIFIED COMPLAINT FOR QUIET TITLE** because of a claim against the Plaintiff's real property asserted by WELLS FARGO BANK, N.A., hereinafter "Defendant", is the 'Custodian' of Well Fargo Mortgage Backed Pass - Through Certificates, Series 2005-2 in regards to an alleged foreclosure of an alleged mortgage Loan obligation allegedly secured by a DEED OF TRUST described below as follows (all emphasis may be considered as added):

VERIFIED COMPLAINT
FOR QUIET TITLE

Rene and Jerrold Larson, Plaintiff
532 E. Stonecreek Dr.
La Center, WA 98629

360-921-2003

PARTIES AND VENUE

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1. Plaintiffs, in statutory capacity, are residents of **Clark** County, Washington and are established in good faith as Inhabitants of Washington state in their private corporeal capacity, having a paramount security interest over the Plaintiffs and the Subject Property, having claims both registered and unregistered whose mailing address is:

7 **532 East Stonecreek Drive, La Center, Washington 98629**

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2. Plaintiff(s), are the parties of record with exclusive possessory rights to the below described Subject Property, according to the official records of **Clark** County, Washington.
3. Defendant is a national bank chartered under the National Bank Act and is regulated by the Office of the Comptroller of the Currency (OCC);
4. Defendant's Registered Agent is CORPORATION SERVICE COMPANY, 300 Deschutes Way. SW, STE 304, Tumwater, WA 98501 accepts service for the Defendant via WACHOVIA MORTGAGE, INC., servicer;
5. The subject property is located in **Clark** County, Washington and is legally described as:

19 **LOT 36, Stonecreek Estates, according to the Plat thereof recorded in Volume "H" of Plats, Page 868, records of Clark County, Washington. Situated in the County of Clark, State of Washington.**

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21 The Subject Property has an **Assessor's Parcel Number: 063472244**; and is also

22 commonly known as: **532 East Stonecreek Drive, La Center, Washington 98629**.

JURISIDITION

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6. Plaintiffs are proceeding without assistance of counsel unschooled in law, *in propria persona*, requesting the court accept direction from Haines v. Kerner, 404 U.S. 519

(1972), Boag v. MacDougall, 545 US 360 (1982), Puckett v. Cox 456 F2d 233 (1972 Sixth Circuit USCA), and Conely v. Gibson, 355 US 41 at 48(1957), wherein the court has directed those who are unschooled in law making pleadings shall have the court look to the substance of the pleadings rather than the form.

7. The jurisdiction of this Court to hear this claim is per United States Code (USC) Title 28, Section 1331, Federal Question; and the Constitution for the United States of America, Article III, §§ 1,2.

8. The Amount in controversy exceeds \$75,000.00.

9. Jurisdiction arises under 42 USC § 1963 et seq. as well as the Constitution of the United States and in particular the 7th amendment as this is a "suit at common law".

10. Jurisdiction is also founded upon Diversity. This is a case that arises under Article 4, section 4 of the national Constitution.

11. Thirteenth and Fourteenth Amendments to the national Constitution regarding involuntary servitude, enticement to slavery and other civil rights matters.

12. Title 18 USC regarding fictitious obligations, mail fraud and wire fraud.

13. TILA - Truth in Lending Act (16 USC § 1601), HOEPA - Home Ownership Equity Protection Act (12 CFR 226.32 et. seq.), RESPA - Real Estate Settlement Procedures Act (12 USC § 2601).

14. Title 12 USC § 1813 for definition of a deposit and other provisions of Title 12 USC and Title 18 USC; 12 U.S.C. 1813(i)(1); 12 U.S.C. 1813n (GAAP).

15. Title 12 CFR § 226.32 commonly known as 'Section 32' of Regulation Z, which implements the TRUTH AND LENDING ACT (TILA).

VERIFIED COMPLAINT
FOR QUIET TITLE

Rene and Jerrold Larson, Plaintiff
532 E. Stonecreek Dr.
La Center, WA 98629

1 16. This matter also includes a Common Law Claim for [past] financing, repair,
2 maintenance, improvement, or performance of an obligation of the subject property
3 regarding corporeal substance of Plaintiff's sweat equity grounded in international and
4 Common Law jurisdiction pursuant to RCW 4.04.010.
5

6 **FACTS**

7 17. Plaintiff(s) purchased the Subject Property on or about **January 23, 2004** as evidenced
8 by a Deed recorded at **Clark** County, Washington Auditor's file number **3783228** (copy
9 attached as Exhibit "A") and sees no proof to the contrary; and,

10 18. Plaintiff(s) believe someone other than the real party in interest with access to
11 confidential records, instigated the non-judicial foreclosure without the real party in
12 interest's knowledge, falsely claiming the Subject Property and falsely claiming to be
13 the owner/holder of the alleged mortgage obligation; and, falsely claiming 'standing' by
14 use of such titles as Trustee, Assignee, Nominee, Beneficiary, etc.; and, falsely claiming
15 that Pooling and Servicing Agreements, industry standards, rules, guidelines or other
16 industry-authored writings supersede the law; manipulating account records; falsely
17 reporting a default when it is the *servicer* creating the default; refusing payment in
18 order to create a default; ignoring Borrower' complaints and "qualified written
19 requests"; violating numerous laws and regulations; falsifying records and documents;
20 committing fraud by stating they are the Holder and Owner of the Note when in fact
21 they likely are not; forging documents; creating fictitious documents; triggering the
22 terms of the Deed of Trust without the debt instrument; not adhering to the terms of the
23 loan documents; creating additional false deficiencies through a variety of questionable
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1 practices; committing perjury through misrepresentations; withholding or redacting
 2 discovery of evidence; conjuring events that never happened while refusing to provide
 3 supporting documentation; payoffs to the attorneys, law enforcement officials, judges,
 4 court personnel and government officials; electronic surveillance; wire fraud/mail
 5 fraud; conspiracy; fraud in the inducement, unjust enrichment, embezzlement;
 6 racketeering, abuse of process, violation of ethics; grand theft; extortion; tax fraud;
 7 public corruption; notary fraud; evidence tampering; theft of government services;
 8 perjury; felonious influence of public officials; money laundering; insurance fraud;
 9 securities fraud; violations of Constitutional and Civil Rights; predatory lending; etc.;
 10 (See Exhibit "B" Washington Attorney General's letter to Foreclosure Trustee) as
 11 follows:
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- 13
 14 19. "Fraud destroys the validity of everything into which it enters. It affects fatally even the
 15 most solemn judgments and decrees." Ira Nudd v. George Burrows 91 U.S. 426 at 440 (1875);

16 *Washington Deed of Trust Act is Unconstitutional*

- 17 20. The Federal Courts have jurisdiction over the Washington Deed of Trust Act (RCW
 18 61.24) as follows:

- 19 21. The Washington Deed of Trust Act (RCW 61.24), hereinafter "Act", is unconstitutional
 20 because it does not provide equal access to a remedy for both Borrower and Lender; It
 21 vastly favors the Lender over the Borrower; It provides a simple 'streamline' non-
 22 judicial remedy for the Lender but it denies a similar remedy for the Borrower;
 23 pursuant to the Act, the Borrowers only remedy is judicial; the Act denies the Plaintiffs
 24 of due process of law and civil rights;
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- 1 22. The Washington State legislature and Governor intentionally passed, amends and
2 maintains the Act to make it '*easy*' to foreclose by avoiding the court system; BUT, the
3 Act does not provide an equally '*easy*' remedy for stopping a wrongful foreclosure;
4
- 5 23. The Act presumes the alleged Borrower is 'guilty until proven innocent' and the only
6 remedy is a legal action where the Borrower proves he paid all the sums claimed due by
7 the trustee, even if the claims are unproven, hence the Act promotes involuntary
8 servitude and loans made pursuant to the Act are enticements to slavery;
9
- 10 24. The Act subjects the Borrower to involuntary servitude in that the Borrower either pays
11 what is demanded by the trustee, right, wrong or otherwise or be deprived of the asset
12 through non-judicial foreclosure;
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- 14 25. The Act functions much the same as extortion;
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- 16 26. By the seemingly happenstance way the privatization of retirement accounts have
17 evolved over the years, the investments and retirement pension funds of the State of
18 Washington, Governor, Legislators, State and County employees, Sheriffs, even Judge's
19 and others are (*or were*) or may be heavily vested in mortgage backed securities/junk
20 bonds and benefit from the '*ease*' of foreclosure plunders to maintain their value; these
21 revenues represent a huge conflict of interest, *quid pro quo*, rendering it impossible for
22 the Plaintiff to receive fair treatment and equal protection under the law; it is not right;
23
- 24 27. The true, even if unwritten, legislative intent of the Act is to protect investments by
25 making the States lending environment as favorable as possible to Lenders regardless
26 of civil rights, due process of law, equal protection under the law, compliance with law,
predatory lending practices and even enticements to slavery;

1 28. The most prevalent argument in defense of a Trustee's Deed, in the State of Washington
2 is that regardless of how many acts of fraud, perjury, misconduct and violations of law
3 that it takes to get a trustee's deed recorded, as at RCW 61.24.050, just get it recorded;

4 29. Then the Act attempts to make a 'safe haven' for all of the fraud, perjury, misconduct
5 and violations of law by declaring that, "[w]hen delivered to the purchaser, the trustee's
6 deed shall convey all of the right, title, and interest in the real and personal property
7 sold at the trustee's sale which the grantor had or had the power to convey at the time
8 of the execution of the deed of trust, and such as the grantor may have thereafter
9 acquired. If the trustee accepts a bid, then the trustee's sale is final as of the date and
10 time of such acceptance if the trustee's deed is recorded within fifteen days thereafter.
11 After a trustee's sale, no person shall have any right, by statute or otherwise, to redeem
12 the property sold at the trustee's sale";
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15 30. The Act fails to provide an equally powerful non-judicial remedy to Borrower;

16 31. Under the Act it does not matter what atrocities of fraud, perjury, misconduct or
17 violations of law are committed along the way to the trustee's sale, the trustee's deed
18 somehow emerges pure and clean and conveys the property over to the purchaser on
19 the trustee's say so even if the trustee had no power of sale;
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21 32. The Deed of Trust Act vests more power in the Trustee than the Legislature had to give;

22 33. Additionally, many provisions of the Act are overlooked or by-passed, for example, the
23 provision that 'a trustee's deed must be recorded within fifteen (15) day of the trustee's
24 sale' is not adhered to as evidenced by multiple Washington Appeals Court decisions
25 setting aside the 15 day limit; the trustee is to obtain a written declaration from the
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Beneficiary showing the Beneficiary owns the Note and Deed of Trust, but there is no penalty for not complying; Compliance with crucial provisions of the Act are dismissed as merely "permissive" and even states so in RCW 61.24.130(5) "*..... of this act are permissive only and do not prohibit the trustee from proceeding with a trustee's sale.....*";

34. The Act fosters a safe haven for predatory lenders in the State of Washington;

35. Based upon the evidence submitted, Plaintiff(s) **deny** the Washington Deed of Trust Act is a certified constitutional act and sees no proof to the contrary and **disclaims** being bound by the unconstitutional act in any way;

36. Plaintiff is granting no waiver for the required Deed of Trust Act;

Declaration of Default

37. There is no evidence the Beneficiary of the alleged obligation, in fact, declared a default;

38. The Defendant, as Custodian, has no right, title or interest in the Subject Property, Deed of Trust or Note and lacks any standing to declare a default or to appoint someone else as trustee to declare a default much less foreclose at all;

39. Plaintiff is granting no waiver for the required declaration of default;

40. Based upon the evidence submitted, Plaintiff(s) **deny** the Real Party in Interest executed the required ratification of commencement for the non-judicial foreclosure of the Subject Property and sees no proof to the contrary; failure on the part of the Real Party in Interest to foreclose of their own accord and in their own name would make this foreclosure void; and,

41. A statutory non-judicial process is not exempt from Federal Rule of Civil Procedure

17(a) (1) which requires that "[a]n action must be prosecuted in the name of the real party in interest." See also, *In re Jacobson*, 402 B.R. 359, 365-66 (Bankr. W.D. Wash. 2009); *In re Hwang*, 396 B.R. 757, 766-67 (Bankr. C.D. Cal. 2008); "A judgment is void when the court does not have personal or subject matter jurisdiction, or "lacks the inherent power to enter the order involved." *Petersen*, 16 Wash. App. At 79 (citing *Bresolin*, 86 Wash. 2d. at 245; *Anderson*, 52 Wash. 2d at 761);

42. Plaintiff(s) **demand** strict proof the Real Party in Interest executed ratification of commencement for the non-judicial foreclosure of the Subject Property; and,

Failure of Consideration

43. There is no evidence the Defendant paid consideration for the beneficial interest in the Note, Deed of Trust or Subject Property;

44. It was never the Plaintiff's intention that the Defendant or the Defendant's Predecessor(s) would fund a loan via the fractional reserve ledger book entry system at no risk or cost to the Lender and then turn around and sell the loan to investors for handsome unjust enrichment and yet not even deliver the loan to the investor as is evidenced by the attached Securitization Audit;

45. If the investor funded a loan or purchased the beneficial interest in a true loan, then the investor is the beneficiary and the investor must be identified and must come forward to declare the default and prosecute the foreclosure in the investors own name; the law does not allow for third party foreclosure even though the Washington Deed of Trust Act does attempt to do so;

46. The investor needs to show a complete endorsement of the original Note which coincides

1 with the assignments of the Deed of Trust before taking a benefit from the Subject Property;

2 47. Plaintiff is granting no waiver for the required consideration;

3 48. Based upon the evidence submitted, Plaintiff(s) **deny** Defendant paid consideration to
4 purchase the Subject Property and sees no proof to the contrary; payment of
5 consideration is a lawful requisite for title to pass from one party to another when there
6 is a failure of consideration there is no contract and no sale; "If any part of the
7 consideration for a promise be illegal, or if there are several considerations for any unseverable
8 promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is
9 impossible to say what part or which one of the considerations induced the promise."
10 Menominee River Co. v. Augustus Sples L & C Co., 147 Wis. 559 at p. 574: 132 NW 1118
11 (1912);
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13 49. Plaintiff(s) **demand** strict proof Defendant paid consideration for the Subject Property;

14 *Trustee's Deed*

15 50. REGIONAL TRUSTEE SERVICES CORPORATION lacks power of sale and authority to
16 execute and record a valid Trustee's Deed; because,

17 51. The Defendant, as Custodian, lacks power and authority to appoint REGIONAL
18 TRUSTEE SERVICES CORPORATION in the first place;

19 52. The attached Securitization Audit which clearly shows the Defendant is not the
20 Beneficiary;

21 53. Plaintiff is granting no waiver for the required **TRUSTEE'S DEED**;

22 54. Based upon the evidence submitted, Plaintiff(s) **deny** the validity of any **TRUSTEE'S**
23 **DEED** relied upon for the benefit of the Defendant and relating to the Subject Property;
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Plaintiff has not seen and does not know who owns or holds the document; the document is required under the Washington Deed of Trust Act (RCW 61.24) by law to convey property to the purchaser; the trustee's sale is void without the properly recorded DEED; copies of the document appear unreliable due to possible electronic recording, possible rubber stamp signatures, forgery, back dating, post dating, false certification, notary fraud, misrepresentations, perjury, hearsay, public corruption, violation of ethics, abuse of process, falsified related records and documents, etc., any one of which invalidates the document making it void; **"The contract is void if it is only in part connected with the illegal transaction and the promise single or entire."** Guardian Life Insurance v. Guardian Mut. Savings Bank, 227 Wis. 550, 279 N.W. 79 (1938);

55. Plaintiff(s) **demand** proof of ownership and production of the TRUSTEE'S DEED, production of the related Notary's Journal and strict proof the Signatory had the duly appointed authority to execute the document; and,

Appointment of Successor Trustee

56. DAVID J. AGUILAR as signatory of the APPOINTMENT OF SUCCESSOR TRUSTEE, committed perjury and fraud by claiming the Defendant became the Beneficiary by merger;

57. The Securitization Audit clearly shows the subject alleged loan obligation was placed in an Investment Vehicle which had a cut-off date of October 8, 2005, which has nothing to do with any mergers; and further,

58. The Defendant may have become the Investment Vehicle trustee by a merger but NOT the Beneficiary;

1 59. The Defendant, as Custodian and/or Trustee, had no right to appoint REGIONAL
2 TRUSTEE SERVICES CORPORATON as Successor Trustee or make any appointments
3 whatsoever;

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5 60. Plaintiff is granting no waiver for the required APPOINTMENT OF SUCCESSOR
6 TRUSTEE;

7 61. Plaintiff(s) **deny** the validity of any **APPOINTMENT OF SUCCESSOR TRUSTEE** relied
8 upon for the benefit of the Defendant and relating to the Subject Property; Plaintiff has
9 not seen and does not know who owns or holds the document(s); the document is
10 required under the Washington Deed of Trust Act (RCW 61.24) to convey 'power of
11 sale' to the Trustee/Grantor of the Defendant's DEED; failure of the appointment would
12 void the Trustee's notice, sale and deed; copies of the document appear unreliable due
13 to possible electronic recording, possible rubber stamp signatures, forgery, back dating,
14 post dating, false certification, notary fraud, misrepresentations, perjury, hearsay,
15 public corruption, violation of ethics, abuse of process, falsified related records and
16 documents, etc., any one of which invalidates the document making it void; **"The**
17 **contract is void if it is only in part connected with the illegal transaction and the promise**
18 **single or entire."** Guardian Life Insurance v. Guardian Mut. Savings Bank, 227 Wis. 550,
19 279 N.W. 79 (1938);

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22 62. Based upon the evidence submitted, Plaintiff(s) **demand** production of any
23 APPOINTMENT OF SUCCESSOR TRUSTEE, production of the related Notary's Journal
24 and strict proof the Signatory had the duly appointed authority to execute the
25 document; and,
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Assignment of Deed of Trust

63. There are no assignments of public record conveying any beneficial interest in the subject Deed of Trust from World Savings Bank, FSB to any other entity, PERIOD;
64. There is no record of an assignment from World Savings Bank, FSB, to the Defendant;
65. Wells Fargo Bank, N.A. therefor lacks standing to foreclose and/or benefit from a foreclosure of the Subject Property;
66. The below referenced securitization audit shows Wells Fargo Bank, N.A. is only the 'Custodian', it is not the Beneficiary;
67. Plaintiff is granting no waiver for the required ASSIGNMENT OF DEED OF TRUST;
68. Based upon the evidence submitted, Plaintiff(s) **deny** the validity of any **ASSIGNMENT OF DEED OF TRUST** and/or the lack of any valid ASSIGNMENT OF DEED OF TRUST, relied upon for the benefit of the Defendant and relating to the Subject Property; Plaintiff has not seen and does not know who owns or holds the document(s); the document(s) is/are required under the Washington Deed of Trust Act (RCW 61.24) to pass authority to the Assignee necessary to appoint a successor trustee; failure of the assignment(s) or a broken chain of assignments would void the Trustee's appointment, notice sale and deed; copies of the document appear unreliable due to possible electronic recording, possible rubber stamp signatures, forgery, back dating, post dating, false certification, notary fraud, misrepresentations, perjury, hearsay, public corruption, violation of ethics, abuse of process, falsified related records and documents, etc., any one of which invalidates the appointment, trustee's deed and sale, etc.; In Kluge v. Fugazy, 145 AD2d 537, 536 NYS2d 92 [2nd Dept., 1988] the Court held

1 that "the assignment of a mortgage without transfer of the debt is a nullity and a cause of action
 2 for foreclosure must fail."; In Merritt v. Bartholick, 36 NY 44 [1867] the Court of Appeals
 3 held that "a mortgage is but an incident to the debt which it is intended to secure (cites omitted),
 4 the logical conclusion is that a transfer of the mortgage without the debt is a nullity, and no
 5 interest is assigned by it. The security cannot be separated from the debt, and exist independently
 6 of it. This is the necessary legal conclusion, and recognized as the rule by a long course of judicial
 7 decisions."; In MERSCORP, INC. v. Romaine, 8 NY3d90, 828 NYS2d 266 [2006], Justice
 8 Ciparick, in her concurring opinion specifically notes that 'the Court's ruling left for another
 9 day the argument "that MERS has violated the clear prohibition against separating a lien from its
 10 debt.";

11
 12 69. Plaintiff(s) **demand** production of all the ASSIGNMENT OF DEED OF TRUST, production
 13 of the underlying Note, production of the related Notary's Journal and strict proof the
 14 Signatory(ies) had the duly appointed authority to execute the document(s); and,

15 *Notice of Trustee's Sale*

16 70. The Defendant had no authority to appoint REGIONAL TRUSTEE SERVICES
 17 CORPORATION as Trustee; furthermore,

18 71. REGIONAL TRUSTEE SERVICES CORPORATION is governed by three (3) persons of
 19 record whose names are CHRIS REBHURN, President; DEBORAH KAUFMAN, Vice
 20 President; CRYSTAL POOLE, Secretary, according to the Washington Secretary of State;

21 72. CHAD JOHNSON is not a Signatory of record for REGIONAL TRUSTEE SERVICES
 22 CORPORATION;
 23

24 73. CHAD JOHNSON has no visible written authority to issue a NOTICE OF TRUSTEE SALE;
 25

26 74. CHAD JOHNSON committed perjury and fraud by executing the NOTICE OF TRUSTEE

1 SALE;

2 75. Plaintiff is granting no waiver for the required NOTICE OF TRUSTEE SALE;

3 76. Based upon the evidence submitted, Plaintiff(s) **deny** the validity of any **NOTICE OF**
4 **TRUSTEE'S SALE** relied upon for the benefit of the Defendant and relating to the
5 Subject Property; Plaintiff has never seen and does not know who owns or holds the
6 document; the document is required under the Washington Deed of Trust Act (RCW
7 61.24); failure caused by invalid appointment of trustee or falsification of the said
8 Notice would invalidate the trustee's notice, sale and deed; copies of the document
9 appear unreliable due to possible electronic recording, possible rubber stamp
10 signatures, forgery, back dating, post dating, false certification, notary fraud,
11 misrepresentations, perjury, hearsay, public corruption, violation of ethics, abuse of
12 process, falsified related records and documents, etc., any one of which invalidates the
13 document making it void; "The contract is void if it is only in part connected with the
14 illegal transaction and the promise single or entire." Guardian Life Insurance v. Guardian
15 Mut. Savings Bank, 227 Wis. 550, 279 N.W. 79 (1938);

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18 77. Plaintiff(s) **demand** production of the NOTICE OF TRUSTEE'S SALE, production of the
19 related Notary's Journal and strict proof the Signatory: CHAD JOHNSON, had the duly
20 appointed authority to execute the document; and,
21

22 *Notice of Default*

23 78. The subject NOTICE OF DEFAULT is void on its face having been executed on March 8,
24 2010 by CHAD JOHNSON for REGIONAL TRUSTEE SERVICES CORPORATION for the
25 above stated causes; but also,
26

1 79. REGIONAL TRUSTEE SERVICES CORPORATION was not appointed as Trustee until
2 March 19, 2010; and again for the record,

3 80. The Trustee allegedly authorized to execute the NOTICE OF DEFAULT, REGIONAL
4 TRUSTEE SERVICES CORPORATION, lists its governing persons as CHRIS REBHURN,
5 President; DEBORAH KAUFMAN, Vice President; CRYSTAL POOLE, Secretary according
6 to the Washington Secretary of State;
7

8 81. CHAD JOHNSON committed perjury and fraud by executing the NOTICE OF DEFAULT;

9 82. CHAD JOHNSON has no written visible authority to issue the NOTICE OF DEFAULT;

10 83. REGIONAL TRUSTEE SERVICES CORPORATION had no written visible authority to
11 execute NOTICE OF DEFAULT; and,
12

13 84. Plaintiff is granting no waiver for the required NOTICE OF DEFAULT;

14 85. Based upon the evidence submitted, Plaintiff(s) **deny** the validity of any **NOTICE OF**
15 **DEFAULT** relied upon for the benefit of the Defendant and relating to the Subject
16 Property; the Plaintiff has not seen and does not know who owns or holds the
17 document; the document is required under the Washington Deed of Trust Act (RCW
18 61.24); failure caused by invalid appointment of trustee, invalid assignment of Deed of
19 Trust, false declaration of default would invalidate the notice of default and trustee's
20 notice, sale and deed; copies of the document appear unreliable due to possible
21 electronic recording, possible rubber stamp signatures, forgery, back dating, post
22 dating, false certification, notary fraud, misrepresentations, perjury, hearsay, public
23 corruption, violation of ethics, abuse of process, falsified related records and
24 documents, etc., any one of which invalidates the appointment, trustee's deed and sale,
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1 etc., "The contract is void if it is only in part connected with the illegal transaction and
2 the promise single or entire." Guardian Life Insurance v. Guardian Mut. Savings Bank,
3 227 Wis. 550, 279 N.W. 79 (1938);

4
5 86. Plaintiff(s) **demand** production of the NOTICE OF DEFAULT, production of the related
6 Notary's Journal and strict proof the Signatory: CHAD JOHNSON, had the duly appointed
7 authority to execute the document; and,

8 *Deed of Trust*

9 87. The underlying trust represented by the subject Deed of Trust has been broken in a
10 multitude of ways as evidenced by the attached Securitization Audit and Forensic Audit
11 Report:

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13 88. Twelve (12) violations of the Truth in Lending Act (TILA), see attached Forensic Audit
14 Report, page 10;

15 89. Three (3) violations of the Real Estate Settlement Procedures Act (RESPA), see attached
16 Forensic Audit Report, page 13;

17 90. Fourteen (14) Predatory Lending violations, see attached Forensic Audit Report, page
18 14;

19
20 91. Defendant and/or Defendant's Predecessor made violations to GAAP and FASB rules by
21 failing to account for Plaintiff's deposited note and credit Plaintiff accordingly (FAS 125);

22 92. The Defendant and/or Defendant's Predecessors converted the Plaintiff's Note into a
23 bearer instrument and separated it from the Deed of Trust as evidenced by the below
24 referenced Securitization Audit and Notice of Trustee Sale;

25
26 93. For non-disclosure;

- 1 94. Defendant claims to hold the beneficial interest in the Deed of Trust; BUT,
- 2 95. The Note appears to have been securitized and sold off to a Investment Vehicle or visa
- 3 versa; the endorsement is incomplete and fails to coincide with assignments of the
- 4 subject Deed of Trust;
- 5 96. Failure to follow provisions of statutory foreclosure act RCW 61.24;
- 6 97. Failure of Consideration; and for other reasons;
- 7 98. Plaintiff is granting no waiver for the required Deed of Trust or for breaches made
- 8 thereto;
- 9
- 10 99. Based upon the evidence submitted, Plaintiff(s) **deny** the validity of any **DEED OF**
- 11 **TRUST** relied upon for the benefit of the Defendant and relating to the Subject
- 12 Property; the Plaintiff has not seen and does not know who owns or holds the
- 13 document; the document is required under the Washington Deed of Trust Act (RCW
- 14 61.24); failure caused by broken trust between Grantor and Grantee or assignees,
- 15 broken chain of assignments, failure of consideration, stolen document, naming of
- 16 improper party as Beneficiary, would invalidate the deed of trust, all assignments, the
- 17 notice of default, trustee's appointment, notice, sale and deed; copies of the document
- 18 appear unreliable due to possible electronic recording, possible rubber stamp
- 19 signatures, forgery, back dating, post dating, false certification, notary fraud,
- 20 misrepresentations, perjury, hearsay, public corruption, violation of ethics, abuse of
- 21 process, falsified related records and documents, etc., any one of which invalidates the
- 22 document making it void; **"The contract is void if it is only in part connected with the**
- 23 **illegal transaction and the promise single or entire."** Guardian Life Insurance v. Guardian
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Mut. Savings Bank, 227 Wis. 550, 279 N.W. 79 (1938); The principals of the following judicial foreclosure case necessarily pertain equally to non-judicial foreclosure: "To establish a prima facie case in an action to foreclose a mortgage, the Defendant must establish the existence of the mortgage and the mortgage note. It is the law's policy to allow only an aggrieved person to bring a lawsuit . . . A want of "standing to sue," in other words, is just a way of saying that this particular Defendant is not involved in a genuine controversy, and a simple syllogism takes us from there to a "jurisdictional" dismissal" *Indymac Bank v. Bethley*, 880 N.Y.S. 2d 873 (2009);

100. Plaintiff(s) demand production of the DEED OF TRUST, production of the related Notary's Journal and strict proof the Signatory had the duly appointed authority to execute the document; and,

Promissory Note

101. The Defendant and/or the Defendant's Predecessor permanently un-secured the Note (held by the Investment Vehicle) by separating it from the Deed of Trust (held by Defendant) and delivering neither to the alleged Investor/Beneficiary;

102. The Note is a fraud on the face; prepared by the original Lender it states: '..... **for a loan I have received.....**' but at the time the Note was executed Plaintiff had received no loan; Plaintiff signed the Note in good faith but never received a loan;

103. Plaintiff was defrauded and never received a receipt for the deposit of the Note;

104. Plaintiff never received any benefit from the T-Bill purchased from deposit of the Note;

105. Defendant benefited from 'Use' of the Note, from incomplete endorsement of the

1 Note, from sale of the Note to an Investment Vehicle;

2 106. Plaintiff is granting no waiver for presentment of the Note due to failures in
3 disclosure;

4 107. Plaintiff is granting no waiver for the required Note or for breaches made
5 thereto; Plaintiff reserve the right to inspect the Note and endorsements;

6 108. Based upon the evidence submitted, Plaintiff(s) **deny** the validity of any
7 mortgage Note relied upon for the benefit of the Defendant and relating to the Subject
8 Property; the Plaintiff has not seen and does not know who owns or holds the Note;
9 The document is required under the Washington Deed of Trust Act (RCW 61.24);
10 Without the said Note the Deed of Trust has nothing to secure in which case it becomes
11 invalid, void; failure of the holder in due course to maintain ownership and possession
12 of both the Note and Deed of Trust would literally un-secure (legally unfasten) the Note
13 and break the underlying trust between Borrower and Lender rendering the Deed of
14 Trust void; the deed of trust, all assignments, the notice of default, trustee's
15 appointment, notice, sale and deed would all become void; copies of the document
16 appear unreliable due to possible rubber stamp signatures, forgery, back dating, post
17 dating, false endorsement, misrepresentations, perjury, hearsay, public corruption,
18 violation of ethics, abuse of process, falsified related records and documents, etc., any
19 one of which invalidates the document making it void; The principals of the following
20 judicial foreclosure case necessarily pertain equally to non-judicial foreclosure: In Kluge
21 v. Fugazy, 145 AD2d 537, 536 NYS2d 92 [2nd Dept., 1988] the Court held that "the
22 assignment of a mortgage without transfer of the debt is a nullity and a cause of action for
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foreclosure must fail.”; In *Merriitt v. Bartholick*, 36 NY 44 [1867] the Court of Appeals held that “a mortgage is but an incident to the debt which it is intended to secure (cites omitted), the logical conclusion is that a transfer of the mortgage without the debt is a nullity, and no interest is assigned by it. The security cannot be separated from the debt, and exist independently of it. This is the necessary legal conclusion, and recognized as the rule by a long course of judicial decisions.”; In *MERSCORP, INC. v. Romaine*, 8 NY3d90, 828 NYS2d 266 [2006], Justice Ciparick, in her concurring opinion specifically notes that ‘the Court’s ruling left for another day the argument “that MERS has violated the clear prohibition against separating a lien from its debt.”; “To establish a prima facie case in an action to foreclose a mortgage, the Defendant must establish the existence of the mortgage and the mortgage note. It is the law’s policy to allow only and aggrieved person to bring a lawsuit . . . A want of ‘standing to sue,’ in other words, is just a way of saying that this particular Defendant is not involved in a genuine controversy, and a simple syllogism takes us from there to a “jurisdictional” dismissal” *Indymac Bank v. Bethley*, 880 N.Y.S. 2d 873 (2009); “The contract is void if it is only in part connected with the illegal transaction and the promise single or entire.” *Guardian Life Insurance v. Guardian Mut. Savings Bank*, 227 Wis. 550, 279 N.W. 79 (1938);

109. Plaintiff(s) **demand** production of the related promissory Note, production of the related Notary’s Journal and strict proof the Signatory had the duly appointed authority to execute the document; and,

Cancellation and Return of Note and Deed of Trust

110. The Defendant, Defendant’s Predecessors nor the Foreclosure Trustee have any intention of Cancelling and Returning the Note and Deed of Trust to the Plaintiff;

because,

111. The Note does not have a complete endorsement;

112. Plaintiff is granting no waiver for the required cancelling and returning the Note and Deed of Trust to the Plaintiff;

113. Based upon the evidence submitted, Plaintiff(s) **deny** the Foreclosure Trustee obtained possession of the subject Note and Deed of Trust so as to Cancel them and return them to the Plaintiff before issuing a Trustee's Deed; Cancellation and return of the Note and Deed of Trust (to Plaintiff) is required under the Deed of Trust; failure to cancel and return the Note and Deed of Trust breaches the underlying trust and subsequently voids the deed of trust, all assignments, the notice of default, trustee's appointment, notice, sale and deed; ***"As a general proposition, a party seeking to foreclose a mortgage must own or control the underlying debt."*** See Gotlib v. Gotlib, 399 N.J. Super. 295 (App. Div. 2008); Garroch v. Sherman, 6 N.J. Eq. 219 (Ch. 1847); and Bellistri v. Ocwen Loan Servicing, LLC, 248 S.W. 3d. 619 (Mo. 2009);

114. Plaintiff(s) **demand** strict proof the mortgage Note and Deed of Trust have been delivered to the Foreclosure Trustee for cancellation and returned to the Plaintiff(s) before the trustee's deed is issued and recorded;

Certified Accounting

115. The Defendant or Defendant's Predecessors failed to disclose how the loan obligation functions and used superior knowledge and manipulation of the accounting to defraud the Plaintiff; Fraud **"usually consists of a misrepresentation, concealment, or nondisclosure of a material fact, or at least misleading conduct, devices, or contrivance."**

1 Keers and Co. v. American Steel and Pump Corp. 234 F. supp. 201, 203 (S.D.N.Y. 1964);
2 **"EquiFirst, when making the loan, violated Regulation Z of the Federal Truth in Lending**
3 **Act 15 USC § 1601 and the Fair Debt Collections Practices Act 15 USC § 1692;**
4 **"intentionally created fraud in the factum" and withheld from Defendant [/borrower]...**
5 **"vital information concerning said debt and all of the matrix involved in making the**
6 **loan" Deutsche Bank v. Peabody, 866 N.Y.S. 2d. 91 (2008);**

7
8 116. The Defendant or Defendant's Predecessors stole Plaintiff's credit for deposit of
9 the Plaintiff's Note through fraud;

10 117. The Defendant or Defendant's Predecessors stole the T-Bill purchased from
11 deposit of the Plaintiff's Note through fraud and either have or will fraudulently claim it as
12 abandoned property;

13 118. The Defendant or Defendant's Predecessors fraudulently induced investors to fund
14 a 'loan' for the Plaintiff so the Defendant or Defendant's Predecessors could avoid using
15 the Plaintiff's Deposit/T-Bill to fund the loan so the Defendant or Defendant's
16 Predecessors in order to steal it and get away undetected;

17 119. The Defendant or Defendant's Predecessors never brought any equity of their
18 own to the loan contract; **"A lawful consideration must exist and be tendered to support**
19 **the Note."** Anheuser-Busch Brewing Company v. Emma Mason, 44 Minn. 318, 46 N.W. 558
20 (1890);

21 120. Plaintiff is granting no waiver for the required Certified Accounting which
22 includes an accounting of the Plaintiff's deposit;

23 121. Based upon the evidence submitted, Plaintiff(s) **deny** the validity of any
24
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1 **Certified Accounting** relied upon for the benefit of the Defendant and relating to the
2 Subject Property; which does not include a **credit**, in favor of the Plaintiff, generated by
3 deposit of Plaintiff's Note; Credit for deposit of the Plaintiff's Note would be required
4 under 12 U.S.C. 1813(i)(1); under 12 U.S.C. 1813(i)(1) and 12 U.S.C. 1813n (GAAP), the
5 bank has to account for receiving the Plaintiff's Note; Plaintiff believes **debits** to the
6 account are likely being fraudulently misrepresented as 'Loan Funds' instead of
7 'withdrawn funds' or 'purchase funds'; Plaintiff believes the account records are being
8 manipulated to fraudulently prevent the Plaintiff's said initial **credit** from merging with
9 the **debits** bringing the loan balance to **0.00 (zero)**; meaning a default is an accounting
10 and mathematical impossibility without fraudulently corrupting the book entry
11 accounting system; Plaintiff further **claims** all monthly loan payments of principal,
12 interest, insurance and fees are, in fact, fraudulent overbillings and all monthly loan
13 payments constitute overpayments that are due and refundable back to the Plaintiff;
14 Defendant's and/or Defendant's predecessor(s) failure to maintain a comprehensive
15 accounting that incorporates the Plaintiff's **credit** for deposit of Note is a fraud and
16 breach of the underlying trust between Borrower and Lender and voids the Note, deed
17 of trust, all assignments, the notice of default, trustee's appointment, notice, sale and
18 deed; and, "Party having superior knowledge who takes advantage of another's ignorance of
19 the law to deceive him by studied concealment or misrepresentation can be held responsible for
20 that conduct." *Fina Supply Co. v. Abilene National Bank*, 726 S.W. 2d 537 (1987); "A bank is
21 not the holder in due course upon merely crediting the depositors account." *Bankers Trust v.*
22 *Nagler*, 23 A.D.2d 645, 257 N.Y.S.2d 298 (1965);
23
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122. Plaintiff(s) **demand** a Certified Accounting of the entire loan transaction which includes the Plaintiff's **credit** on account received for deposit of the subject Note; and,

Securitization Audit

123. Plaintiff(s) **Securitization Audit Report**, attached herewith as Exhibit "C" and incorporated herein, reveals the Defendant is not the Beneficiary of the alleged loan obligation; and, the Defendant and/or Defendant's predecessor(s) made an unauthorized use and/or took a unauthorized benefit from the Plaintiff's Note without paying consideration to Plaintiff(s) in return; **"UCC § 3-305 TRANSFER OF INSTRUMENT: RIGHTS ACQUIRED BY TRANSFER (c)** Transfer of an instrument, whether any right of the transferor is a negotiation, vests in the transferee any right to the transferor to enforce the instrument, including any right as a holder in due course, **but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.**";

124. Plaintiff(s) **demand** strict proof Defendant and/or Defendant's predecessor(s) have not made an unauthorized 'Use' of, and/or took a benefit from the Plaintiff(s)'s Note by secretly endorsing it and/or converting it into a bearer instrument and/or passing it and/or insuring it against default, without paying consideration to Plaintiff(s) in return;

Forensic Audit

125. Plaintiff(s) **Forensic Audit Report** for the alleged Loan Transaction reveals many **TILA, RESPA and Predatory Lending Violations; "If the actor's conduct is a**

substantial factor in bringing about harm to another, or the manner in which it neither foresaw nor should have for seen the extent of the harm or the manner in which it occurred does not prevent him from being liable." *Beasley v. U.S.*, 81 F. Supp. 518; the entire Report is attached herewith as Exhibit "D" and incorporated herein; the summary is as follows:

1. Total TILA Violations (see p. 10): 12
2. Total Potential RESPA Violations (see p. 13): 3
3. Total Predatory Lending Violations (see p. 14): 14

126. The Forensic Audit is very comprehensive and includes Financial & Underwriting Analysis, Truth in Lending Act Analysis, HOEPA Analysis, RESPA Analysis, Predatory Indicators, Potential Additional Claims Analysis, Discrimination, Fraud, Foreign Language Translation, Breach of Contract, Breach of Implied Covenant of Fair Dealing, Breach of Fiduciary Duty, Unjust Enrichment, Unconscionability, Civil Conspiracy, Unfair/Deceptive Business Practices and Other Claims & Recommended Legal Research; The Report further recommends a "QWR" (Qualified Written Request) for evaluating the entire mortgage loan servicing history for breach of contract; Expert witness having "special knowledge of the subject about which he is to testify" 26 A. 2d 770, 773 "An affidavit containing admissible expert opinion on a significant issue of fact is generally sufficient to create a genuine issue of fact." *J.N. v. Bellingham School Dist. No. 501*, 74 Wn. App. 49, 871 P.2d 1106; "A trial is not useless, but absolutely necessary, where there is a genuine issue as to any material fact." *Balise v. Underwood*, 62 Wn.2d 195, 381 P.2d 966 (1963); Quiet Title [is] an equitable action to determine all adverse

1 claims to the property in question; a suit in equity brought to obtain a final
 2 determination as to the title of a specific piece of property, such a suit is usually the
 3 result of various individuals asserting contradictory rights to the same parcel of land. In
 4 such a situation, the court, in order to prevent a multiplicity of suits, will bring all the
 5 interested parties together to determine the right and ultimately issue an injunction."
 6 164 N.W. 388, 341.

7
 8 *Qualified Written Request*

9 127. Defendant's past failure to answer the Plaintiff's Qualified Written Request is
 10 also an estoppel to the Defendant's foreclosure action and another violation of RESPA
 11 and TILA; "Silence can only be equated with fraud where there is a legal or moral duty to
 12 speak or when an inquiry left unanswered would be intentionally misleading." U.S. v.
 13 Tweel, 550 F.2d 297 (1977); "Your silence is your acquiescence." Connally v. General
 14 Construction Co., 269 U.S. 385, 391;

15 128. Based upon the evidence submitted, the Plaintiff(s) **deny** the trustee's sale of the
 16 Subject Property would extinguish the Plaintiff(s) rights, title and interest in and to the
 17 Subject Property and Plaintiff(s) sees no proof to the contrary;

18
 19 *Civil Rights*

20 129. Based upon the evidence submitted, the Defendant and/or Defendant's
 21 predecessor(s) are and have deprived the Plaintiff(s) of civil rights, due process of law and
 22 equal protection under the law, through predatory lending practices employed to
 23 deprive Plaintiff(s) of valuable Subject Property without due process of law and
 24 Plaintiff(s) sees no proof to the contrary;

Common Law Lien

130. A non-judicial foreclosure of the Subject Property does not extinguish, displace or supersede the Plaintiff's Common Law Lien maintained to constitute a substantive Common Law claim/lien for past financing (original signature Note(s)), repair, maintenance, improvement, or performance of an obligation of the subject property, even if incompletely performed, and does not 'jump' any claim on the Plaintiff's life blood, time, labor, energy, sweat and toil; Common Law Liens supersede mortgages and equity Liens. *Drummons Carriage Co. v. Mills* (1898) 74 NW 966; *Hewitt v. Williams* 47 LaAnn, 742, 17 So. 269; *Carr v. Dail*, 19 SE 235; *McMahon v. Lundin*, 58 NW 827.

FEDERAL QUESTION

131. The Plaintiff brings this matter forth to this Court on the grounds of **FEDERAL QUESTIONS** relating to violations of civil rights, constitutional matters, fraud in various matters of accounting pursuant to GAAP, violations of RESPA, TILA and Predatory Lending Violations, issues of securitization and then procedural issues and matters in regards to loan origination, recordation of documents, notarization, authority of signatories, assignments, appointments, notices, trustee's sale and trustee's deed and international common law lien rights.

DEMAND FOR PROOF

Plaintiff makes the following demands for proof:

VERIFIED COMPLAINT
FOR QUIET TITLE

Rene and Jerrold Larson, Plaintiff
532 E. Stonecreek Dr.
La Center, WA 98629

1 132. Plaintiff demands production of the original Note for inspection of the
2 endorsement and comparison to the Assignments of the related Deed of Trust;

3 133. Plaintiff demands production of the Trustee's Appointment, Notice of Sale, Deed
4 (if any) and Proof of Sale (if any), Proof of Consideration, all Assignments of Deed of
5 Trust, Certified Accounting, Answer to Qualified Written Request and Explanations
6 about the TILA, RESPA, and Predatory Lending Violations;

7
8 134. Plaintiff demands proof of signatory authority of each person who executed
9 each said document that the Defendant relies on to establish its claim upon the Subject
10 Property; production of the related Notary's Journal and strict proof the Signatory had
11 the duly appointed authority to execute the document;

12
13 135. Plaintiff demands proof the Foreclosure Trustee Cancelled and Returned the
14 promissory Note and Deed of Trust to the Plaintiff;

15
16 **FIRST CAUSE OF ACTION**

17
18 136. Plaintiff re-alleges and incorporates by reference in this Cause of Action each
19 allegation set forth in paragraphs 1 through 135 above. Defendant damaged the Plaintiff
20 by benefitting from, or intending to benefit from, a fully executed fraudulent
21 **foreclosure** of the Subject Property.

22
23 **SECOND CAUSE OF ACTION**

24
25 137. Plaintiff re-allege and incorporates by reference in this Cause of Action each
26 allegation set forth in paragraphs 1 through 136 above. Defendant damaged the Plaintiff

1 by benefiting from, or intending to benefit from, a fraudulent declaration of **default** of
2 the fraudulent mortgage Loan.

3
4
5 **THIRD CAUSE OF ACTION**

6 138. Plaintiff re-allege and incorporates by reference in this Cause of Action each
7 allegation set forth in paragraphs 1 through 137 above. Defendant damaged the Plaintiff
8 by benefiting, or intending to benefit from, fraudulent **billing and collection** of
9 mortgage Loan payments, or the failure thereof, from the Plaintiff under a false
10 obligation.

11
12
13 **FOURTH CAUSE OF ACTION**

14 139. Plaintiff re-alleges and incorporates by reference in this Cause of Action each
15 allegation set forth in paragraphs 1 through 138 above. Defendant damaged the Plaintiff
16 by benefiting from, or intending to benefit from, a fraudulent and predatory **loan** to the
17 Plaintiff.

18
19 **FIFTH CAUSE OF ACTION**

20 140. Plaintiff re-alleges and incorporates by reference in this Cause of Action each
21 allegation set forth in paragraphs 1 through 139 above. Defendant damaged the Plaintiff
22 by benefiting from, or intending to benefit from, a fraudulent **representation** that
23 original Lender makes loans but never did make a loan or bring any equity to the loan
24 transaction.
25
26

SIXTH CAUSE OF ACTION

141. Plaintiff re-alleges and incorporates by reference in this Cause of Action each allegation set forth in paragraphs 1 through 140 above. Defendant damaged the Plaintiff by benefiting from, or intending to benefit from, a failure to heed and settle Plaintiff's Common Law Lien before initiating a fraudulent foreclosure and/or purchase of the Subject Property.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for judgment against the Defendant, as to all causes of action, as follows:

142. For general and special damages according to proof;

143. For exemplary and punitive damages;

144. For Plaintiff's reasonable fees and costs necessary to obtain relief;

145. For an order rescinding any Trustee's Deed in connection with the (alleged) mortgage Loan and any other document signed or entered into by the Plaintiff(s) in connection with the mortgage loan;

146. For an order releasing and/or re-conveyance of any Deed of Trust or other document signed or entered into and subsequently recorded in connection with the mortgage Loan;

147. For permanent injunction against the Defendant, its assignees, subsidiary, affiliates, successors, agents, servants, officers, directors, employees, and all persons

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FOR QUIET TITLE

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1 acting in concert with them, directly or indirectly, from engaging in the improper,
2 unlawful, unfair, fraudulent and/or deceptive conduct as described above and
3 according to proof;

4
5 148. For the return of all payments of principal and interest as overpayments;

6 149. For an order quieting title in favor of the Plaintiff;

7 150. And for such other and further relief as this Court may deem just and proper.
8

9
10 **VERIFICATION**

11 I, the under signed Plaintiff(s)/Affiant(s), do affirm the foregoing Verified Complaint for Quiet
12 Title, the allegations therein, the pleading and contents to be true, correct, complete, to the
13 best of my knowledge, information and belief.

14 Dated: November 3, 2010

15 FOR: RENE L. LARSON, PLAINTIFF

16
17 BY: Rene L. Larson

18 **JURAT**

19 I Mark Eaton a Notary Public certify that I know or have satisfactory
20 evidence that Larson, Rene L appeared before me, and signed this
21 instrument and acknowledged it to be free and voluntary act for the uses and purposes
22 mentioned in the instrument.

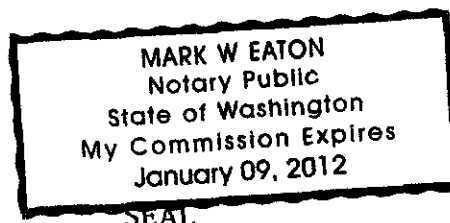
23
24 I certify under PENALTY OF PERJURY under the laws of the State of Washington, County of
25 Clack that the foregoing paragraph is true and correct.
26

VERIFIED COMPLAINT
FOR QUIET TITLE

Rene and Jerrold Larson, Plaintiff
532 E. Stonecreek Dr.
La Center, WA 98629

1
2 11/3/10
DATED:

3 [Signature]
4 Notary Public



5 My appointment expires 1/9/12

7 FOR: JERROLD A LARSON, PLAINTIFF

9 BY: Jerrold A Larson

12 JURAT

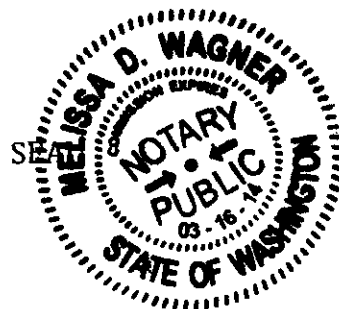
13 I Melissa D Wagner a Notary Public certify that I know or have satisfactory
14 evidence that Jerrold A Larson appeared before me, and signed this
15 instrument and acknowledged it to be free and voluntary act for the uses and purposes
16 mentioned in the instrument.

17
18 I certify under PENALTY OF PERJURY under the laws of the State of Washington, County of
19 Pierce that the foregoing paragraph is true and correct.

20 11/4/2010
21 DATED:

22 Melissa D Wagner
23 Notary Public Melissa D Wagner

24 My appointment expires 3-16-14



25
26 VERIFIED COMPLAINT
FOR QUIET TITLE

Rene and Jerrold Larson, Plaintiff
532 E. Stonecreek Dr.
La Center, WA 98629

ATTACHED EXHIBITS

1. **Exhibit "A" STATUTORY WARRANTY DEED (3783228)**
2. **Exhibit "B" Washington's Attorney General's Letter to Foreclosure Trustee**
3. **Exhibit "C" Securitization Audit Report w/ Affidavit in Support**
4. **Exhibit "D" Forensic Audit Report w/ Affidavit in Support**